

ANIMAL TRANSFER AGREEMENT

This Agreement is made and entered into on the 12th day of March, 2007, by and between Chimps, Inc., and Lee Theisen-Watt (the "Receiver"), as the court appointed Temporary Receiver for the common law charitable entity and nonprofit corporation known as Primarily Primates, Inc., San Antonio, TX ("PPI").

WHEREAS, pursuant to an Amended Order Appointing Temporary Receiver dated October 19, 2006 (the "Order") of the Travis County Probate Court Number One (the "Probate Court"), the Receiver was appointed as Temporary Receiver for PPI with the duties and authority set forth in the Order, which include, but are not limited to, as the Receiver deems necessary, and in reliance upon the advice of animal health care experts, to make any decisions or to undertake actions she deems to be in the best interests of the animals, individually and collectively, which are currently located at PPI's facility including, but not limited to, the removal or transfer of any such animals to other facilities which meet appropriate standards for their particular needs;

WHEREAS, pursuant to an Order dated November 3, 2006, of the Texas Court of Appeals, Third District, at Austin (the "Appellate Order"), the Receiver may relocate animals on a non-permanent basis pursuant to her powers as receiver;

WHEREAS, pursuant to an Order dated November 22, 2006, of the Texas Court of Appeals, Third District, at Austin, the Court's November 3, 2006, Order was modified "to permit a party or the receiver to request that the probate court allow permanent relocation of an animal or animals subject to receivership on a case-by-case basis. Any such request must be in writing, filed with the probate court, and supported by evidence either filed with the motion or submitted before the probate court sufficient to warrant permanent relocation."

WHEREAS, Chimps, Inc., is a nonprofit sanctuary dedicated to providing lifetime care for retired chimpanzees and was designed to nurture and stimulate these sensitive and complex primates by creating a secure and enriching environment, where the chimps can safely express natural behaviors without human interference, as well as enjoy the interactions and enrichments provided by their human carestaff and is licensed by the United States Department of Agriculture;

WHEREAS, based on the advice of animal health care experts the Receiver has determined that it is in the best interests of Emma and Jackson, a female and male chimpanzee, respectively, because due to overcrowding and limited resources, it is in their best interest.

WHEREAS, Chimps, Inc. has agreed to accept the custody of on a temporary basis to provide for his immediate temporary care, and upon relief from the Appellate Order and/or approval by the Probate Court, as applicable, to provide permanent care and lifetime sanctuary.

EXHIBIT A

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NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, Chimps, Inc. and the Receiver hereby agree as follows:

1. The Receiver hereby transfers temporary custody, and upon any future relief from the Appellate Order and/or approval by the Probate Court, as applicable, permanent custody, of the chimpanzees known as Emma and Jackson.
2. Chimps, Inc. shall provide for safe and competent transportation of Emma and Jackson from the agreed point of transfer to its facility in Bend, Oregon.
3. Chimps, Inc. shall provide Emma and Jackson with complete and competent care, including housing, feeding, cleaning, and medical care, and will maintain the facilities and grounds where Emma and Jackson are housed in good condition and repair.
4. Chimps, Inc. will take all reasonable precautions to insure Emma and Jackson's complete safety and they will be cared for by a competent person at all times.
5. Chimps, Inc. will comply with the Animal Welfare Act and its implementing regulations, as applicable.
6. Chimps, Inc. will not breed Emma or Jackson.
7. Chimps, Inc. will not euthanize Emma or Jackson except for humane reasons resulting from state of health.
8. If for any reason Chimps, Inc. is not able to provide lifetime care and sanctuary in a manner that complies with the Animal Welfare Act and its implementing regulations, as applicable, the Receiver reserves the right to find suitable alternative retirement accommodations for Emma and Jackson.
9. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, whether oral or written. This Agreement may not be amended or modified except by the mutual written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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EXHIBIT A

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates first set forth above.

PRIMARILY PRIMATES, INC.

By: Lee D. Watt
Lee Dheisen-Watt
State of Texas Appointed Temporary
Receiver

CHIMPS, INC.

By: Lesley Day
Lesley Day
President and Director

SEDATION AND EXAMINATION

By: Kenneth D. Kirlin, DVM
Kenneth Kirlin, DVM

EXHIBIT A

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